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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

IKEA ROGERS, on behalf of herself and all  
others similarly situated,

*Plaintiff,*

vs.

NATIONAL TENANT NETWORK,  
INC. and LCIJ, INC.,

*Defendants.*

Case: 1:25-cv-00585-KMW-SAK

**DEFENDANT LCIJ'S  
ANSWER TO AMENDED  
COMPLAINT AND  
DEFENSES**

**JURY TRIAL DEMANDED**

Defendant, LCIJ, INC. (“Answering Defendant LCIJ”), by its counsel, Hinshaw & Culbertson LLP, for its answer to the amended complaint (“Complaint”), states:

Except as expressly admitted or qualified hereafter, Answering Defendant LCIJ denies each and every allegation of the Complaint.

### **INTRODUCTION**

1. Answering Defendant LCIJ admits paragraph 1 of the Complaint to the extent that Plaintiff purports to assert a claim under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681-1681x and the New Jersey Consumer Fraud Act (“NJCFA”), N.J.S.A. 56:8-1 *et seq.*, but denies any violation of the FCRA or NJCFA. Answering Defendant LCIJ further admits that paragraph 1 of the Complaint purports to cite to an incomplete portion of the FCRA and NJCFA (and/or other legal authority) and attempts to allege one or more mischaracterized, out-of-context and improperly summarized legal conclusions. Answering Defendant LCIJ further denies all remaining allegations contained in paragraph 1 of the Complaint.

2. Answering Defendant denies all allegations contained in paragraph 2 of the Complaint.

3. Answering Defendant LCIJ denies all allegations contained in paragraph 3 of the Complaint.

4. Answering Defendant LCIJ denies all allegations contained in paragraph 4 of the Complaint.

5. Answering Defendant LCIJ denies all allegations contained in paragraph 5 of the Complaint.

6. Answering Defendant LCIJ denies all allegations contained in paragraph 6 of the Complaint.

### **I. JURISDICTION and VENUE**

7. Answering Defendant LCIJ admits that the Complaint purports to allege violation of a federal statute, thereby invoking the subject matter jurisdiction of this Court on the face of the pleading under 28 U.S.C. § 1331. Answering Defendant LCIJ denies the remaining allegations of paragraph 7 of the Complaint.

8. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and on that basis denies.

9. Answering Defendant LCIJ admits that it has an office located at 188 Fries Mill Road Suite L2, Turnersville, NJ 08012, but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 9 of the Complaint, and on that basis denies.

### **II. PARTIES**

10. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, and on that basis denies.

11. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, and on that basis denies.

12. Answering Defendant LCIJ admits that it is a New Jersey corporation with an office located in New Jersey, but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 12 of the Complaint, and on that basis denies.

13. Answering Defendant LCIJ denies all allegations contained in paragraph 13 of the Complaint.

14. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint, and on that basis denies.

### **III. FACTUAL ALLEGATIONS**

15. Answering Defendant LCIJ admits that paragraph 15 of the Complaint purports to cite to an incomplete portion of the FCRA (and/or other legal authority) and attempts to allege one or more mischaracterized, out-of-context and improperly

summarized legal conclusions. Answering Defendant LCIJ denies all remaining allegations contained in paragraph 15 of the Complaint.

16. Answering Defendant LCIJ admits that paragraph 16 of the Complaint purports to cite to an incomplete portion of the FCRA (and/or other legal authority) and attempts to allege one or more mischaracterized, out-of-context and improperly summarized legal conclusions. Answering Defendant LCIJ denies all remaining allegations contained in paragraph 16 of the Complaint.

17. Answering Defendant LCIJ admits that paragraph 17 of the Complaint purports to cite to an incomplete portion of the FCRA (and/or other legal authority) and attempts to allege one or more mischaracterized, out-of-context and improperly summarized legal conclusions. Answering Defendant LCIJ denies all remaining allegations contained in paragraph 17 of the Complaint.

18. Answering Defendant LCIJ admits that paragraph 18 of the Complaint purports to cite to an incomplete portion of the NJCFA (and/or other legal authority) and attempts to allege one or more mischaracterized, out-of-context and improperly summarized legal conclusions. Answering Defendant LCIJ denies all remaining allegations contained in paragraph 18 of the Complaint.

19. Answering Defendant LCIJ denies all allegations contained in paragraph 19 of the Complaint.

20. Answering Defendant LCIJ denies all allegations contained in paragraph 20 of the Complaint.

21. Answering Defendant LCIJ denies all allegations contained in paragraph 21 of the Complaint.

22. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint, and on that basis denies.

23. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, and on that basis denies.

24. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint, and on that basis denies.

25. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint, and on that basis denies.

26. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint, and on that basis denies.

27. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint, and on that basis denies.

28. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint, and on that basis denies.

29. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint, and on that basis denies.

30. Answering Defendant LCIJ denies all allegations contained in paragraph 30 of the Complaint.

31. Answering Defendant LCIJ denies all allegations contained in paragraph 31 of the Complaint.

32. Answering Defendant LCIJ denies all allegations contained in paragraph 32 of the Complaint.

33. Answering Defendant LCIJ denies all allegations contained in paragraph 33 of the Complaint.

34. Answering Defendant LCIJ denies all allegations contained in paragraph 34 of the Complaint.

35. Answering Defendant LCIJ denies all allegations contained in paragraph 35 of the Complaint.

36. Answering Defendant LCIJ denies all allegations contained in paragraph 36 of the Complaint.

37. Answering Defendant LCIJ denies all allegations contained in paragraph 37 of the Complaint.

38. Answering Defendant LCIJ denies all allegations contained in paragraph 38 of the Complaint.

39. Answering Defendant LCIJ denies all allegations contained in paragraph 39 of the Complaint.

40. Answering Defendant LCIJ denies all allegations contained in paragraph 40 of the Complaint.

41. Answering Defendant LCIJ denies all allegations contained in paragraph 41 of the Complaint.

42. Answering Defendant LCIJ denies all allegations contained in paragraph 42 of the Complaint.

*Plaintiff's Experience*

43. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint, and on that basis denies.



44. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, and on that basis denies.

45. Answering Defendant LCIJ denies all allegations contained in paragraph 45 of the Complaint.

46. Answering Defendant LCIJ denies all allegations contained in paragraph 46 of the Complaint.

47. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint, and on that basis denies.

48. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint, and on that basis denies.

49. Answering Defendant LCIJ denies all allegations contained in paragraph 49 of the Complaint.

50. Answering Defendant LCIJ denies all allegations contained in paragraph 50 of the Complaint.

51. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint, and on that basis denies.

52. Answering Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint, and on that basis denies.

53. Answering Defendant LCIJ denies any allegations contained in paragraph 53 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 53 of the Complaint directed at co-defendant NTN, and on that basis denies.

54. Answering Defendant LCIJ denies any allegations contained in paragraph 54 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 54 of the Complaint directed at co-defendant NTN, and on that basis denies.

55. Answering Defendant LCIJ denies any allegations contained in paragraph 55 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 55 of the Complaint directed at co-defendant NTN, and on that basis denies.

56. Answering Defendant LCIJ denies any allegations contained in paragraph 56 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 56 of the Complaint directed at co-defendant NTN, and on that basis denies.

57. Answering Defendant LCIJ denies any allegations contained in paragraph 57 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 57 of the Complaint directed at co-defendant NTN, and on that basis denies.

58. Answering Defendant LCIJ denies any allegations contained in paragraph 58 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 58 of the Complaint directed at co-defendant NTN, and on that basis denies.

59. Answering Defendant LCIJ denies any allegations contained in paragraph 59 of the Complaint directed at LCIJ and lacks knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 59 of the Complaint directed at co-defendant NTN, and on that basis denies.

60. Answering Defendant LCIJ denies all allegations contained in paragraph 60 of the Complaint.

61. Answering Defendant LCIJ denies all allegations contained in paragraph 61 of the Complaint.

62. Answering Defendant LCIJ denies all allegations contained in paragraph 62 of the Complaint.

#### **IV. CLASS ACTION ALLEGATIONS**

63. Answering Defendant LCIJ admits paragraph 63 of the Complaint to the extent that Plaintiff purports to assert a class action, but denies any class should be certified. Defendant LCIJ lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 63 of the Complaint, and on that basis denies.

64. Answering Defendant LCIJ denies all allegations contained in paragraph 64 of the Complaint.

65. Answering Defendant LCIJ denies all allegations contained in paragraph 65 of the Complaint.

66. Answering Defendant LCIJ denies all allegations contained in paragraph 66 of the Complaint.

67. Answering Defendant LCIJ denies all allegations contained in paragraph 67 of the Complaint.

68. Answering Defendant LCIJ denies all allegations contained in paragraph 68 of the Complaint.

69. Answering Defendant LCIJ denies all allegations contained in paragraph 69 of the Complaint.

70. Answering Defendant LCIJ denies all allegations contained in paragraph 70 of the Complaint.

## **V. CLAIMS *for* RELIEF**

**COUNT I – VIOLATION *of* FCRA SECTION 1681e(b)**

71. Answering Defendant LCIJ incorporates by reference its answers and denials, respectively, to all of the foregoing paragraphs of the Complaint as though the same were set forth at length herein.

72. Answering Defendant LCIJ denies all allegations contained in paragraph 72 of the Complaint.

**COUNT II – VIOLATION *of* FCRA SECTION 1681c(a)(5)**

73. Answering Defendant LCIJ incorporates by reference its answers and denials, respectively, to all of the foregoing paragraphs of the Complaint as though the same were set forth at length herein.

74. Answering Defendant LCIJ denies all allegations contained in paragraph 74 of the Complaint.

**COUNT III – VIOLATION *of* FCRA SECTION 1681g(a)(2)**

75. Answering Defendant LCIJ incorporates by reference its answers and denials, respectively, to all of the foregoing paragraphs of the Complaint as though the same were set forth at length herein.

76. Answering Defendant LCIJ denies all allegations contained in paragraph 76 of the Complaint.

**COUNT IV – DEFAMATION**

77. Answering Defendant LCIJ incorporates by reference its answers and denials, respectively, to all of the foregoing paragraphs of the Complaint as though the same were set forth at length herein.

78. Answering Defendant LCIJ denies all allegations contained in paragraph 78 of the Complaint.

79. Answering Defendant LCIJ denies all allegations contained in paragraph 79 of the Complaint.

80. Answering Defendant LCIJ denies all allegations contained in paragraph 80 of the Complaint.

81. Answering Defendant LCIJ denies all allegations contained in paragraph 81 of the Complaint.

82. Answering Defendant LCIJ denies all allegations contained in paragraph 82 of the Complaint.

83. Answering Defendant LCIJ denies all allegations contained in paragraph 83 of the Complaint.

84. Answering Defendant LCIJ denies all allegations contained in paragraph 84 of the Complaint.

85. Answering Defendant LCIJ denies all allegations contained in paragraph 85 of the Complaint.

**COUNT V – VIOLATION *of* NEW JERSEY CONSUMER FRAND  
ACT**

86. Answering Defendant LCIJ incorporates by reference its answers and denials, respectively, to all of the foregoing paragraphs of the Complaint as though the same were set forth at length herein.

87. Answering Defendant LCIJ denies all allegations contained in paragraph 87 of the Complaint.

88. Answering Defendant LCIJ denies all allegations contained in paragraph 88 of the Complaint.

## **VI. PRAYER *for* RELIEF**

With respect to Plaintiff's Prayer for Relief, Answering Defendant LCIJ denies that Plaintiff suffered or is entitled to an any relief, any damages, any costs, or any attorneys' fees from Answering Defendant LCIJ. Answering Defendant LCIJ further denies that a class should be certified and denies all remaining allegations contained in Plaintiff's Prayer for Relief.

## **DEFENSES**

Defendant, LCIJ, INC. ("Answering Defendant LCIJ"), by its counsel, Hinshaw & Culbertson LLP, for its defenses to first amended complaint ("Complaint"), states:

1. Plaintiff fails to state a claim and/or cause of action upon which relief may be granted and Plaintiff's claims are barred in whole or in part because they fail to state claims upon which relief may be granted.

2. Any violation of the FCRA or NJCFA, if applicable, which Answering Defendant LCIJ denies, was not intentional and Answering Defendant LCIJ maintained reasonable procedures to assure compliance with the FCRA and NJCFA and/or designed to avoid and prevent errors which might slip through procedures aimed at good faith compliance with the FCRA.

3. Plaintiff and/or all putative class members lack statutory standing to bring claims pursuant the FCRA and/or NJCFA.

4. All putative class members lack Article III standing with regard to their claims because they are unable to demonstrate that any actual injury occurred.

5. The claims of Plaintiff and/or members of the putative class are barred by operation of the statute of limitations.

6. Answering Defendant LCIJ alleges that the claim alleged in Plaintiff's Complaint may be barred by the doctrines of waiver, estoppel, laches, and/or unclean hands.

7. Answering Defendant LCIJ alleges that if it performed any wrongful acts, which is specifically denied, such acts were not performed knowingly, purposely, with malicious purpose, in bad faith, intentionally, recklessly, willfully, or wantonly.



8. Answering Defendant LCIJ alleges that Plaintiff has suffered no actual, economic or compensable damages as a result of, traceable and/or proximately caused any actions taken by Answering Defendant LCIJ.

9. Answering Defendant LCIJ alleges that Plaintiff failed to mitigate his damages, if any.

10. Answering Defendant LCIJ alleges that if Plaintiff was injured or damaged, such injury or damage was caused by the actions of Plaintiff or third-parties over whom Answering Defendant LCIJ has no control, right to control, responsibility, or reason to anticipate.

11. Answering Defendant LCIJ did not proximately cause Plaintiff's alleged damages, if any.

12. The claims against Answering Defendant LCIJ are barred by the statute of limitations.

13. Some or all of the claims asserted in the Complaint are subject to equitable estoppel.

14. Answering Defendant LCIJ acted reasonably and in good faith at all material times based on all relevant facts and circumstances known by it at the time it so acted.

15. Answering Defendant LCIJ acted in compliance with all federal and state statutes, regulations, and/or court orders to which it was subject throughout the period alleged in the Complaint.

16. The due process clause of the Fifth Amendment to the United States Constitution prohibits an award of damages that would result in a defendant's insolvency, especially where, as here, the conduct that allegedly violated the FCRA did not cause actual injury or damages to the Plaintiff.

17. Answering Defendant LCIJ respectfully reserves the right to assert any additional affirmative defenses that may be revealed during the course of these proceedings, and respectfully incorporates all those affirmative defenses asserted by any other party to this action.

**WHEREFORE**, Answering Defendant LCIJ prays for an order and judgment of this Court in Answering Defendant LCIJ's favor against Plaintiff as follows:

- a. Dismissing all causes of action against Answering Defendant LCIJ with prejudice and on the merits;
- b. Awarding costs and attorney's fees pursuant to 28 U.S.C. §§ 1920, 1927, 15 U.S.C. § 1681n(c) and 15 U.S.C. § 1681o(b) in favor of Answering Defendant LCIJ; and
- c. Awarding Answering Defendant LCIJ such other and further relief as the Court deems just and equitable.

**CROSS-CLAIMS AGAINST CO-DEFENDANT NTN**

1. Answering Defendant LCIJ denies any and all liability. However, if this Answering Defendant should be found liable for any of the claims asserted by Plaintiff, then its liability is passive or secondary, and primary liability rests with the co-defendant whose liability is active and primary.

2. Answering Defendant LCIJ is entitled to common law indemnification and contractual indemnification from the co-defendant herein.

3. Answering Defendant LCIJ asserts that the co-defendant is liable for contribution.

**WHEREFORE**, Answering Defendant LCIJ hereby demands judgment against the co-defendant for contribution, common law indemnification, and contractual indemnification together with an award of counsel fees and costs incurred by Answering Defendant LCIJ and for such other and further relief as this Court deems equitable, just and fair.

**ANSWER TO ALL CROSS-CLAIMS**

Answering Defendant LCIJ denies any and all Cross-Claims of the co-defendant.

**JURY DEMAND**

Answering Defendant LCIJ asserts its right under the Seventh Amendment to the U.S. Constitution and demands, in accordance with Federal Rule of Civil Procedure 38, a trial by jury on all issues.

Dated: February 26, 2025  
Iselin, New Jersey

HINSHAW & CULBERTSON LLP  
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*LCIJ, Inc.*

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